



# Government of the District of Columbia

## HUMAN CARE AGREEMENT

PAGE 1 OF 20 PAGES

1. Human Care Agreement No: POJA-2005-HC-0001		2. REQUISITION/PURCHASE REQUEST NO.		3. EFFECTIVE DATE 10/01/04										
4. ISSUED BY Office of Contracting and Procurement Department of Human Services 64 New York Avenue, NE, Room 6104 Washington, DC 20002			5. ADMINISTERED BY (If other than Item 5): Income Maintenance Administration 645 H Street, NE, Room 5000. Washington, DC 20002 Telephone: (202) 442-8471 Fax: (202) 442-8743 E-Mail:											
6. NAMES AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)														
POINT OF CONTACT: Telephone: Fax: E-Mail:														
7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Comptroller/Agency CFO P.O. Box 54047 Washington, D.C. 20032			8. DISTRICT SHALL SEND ALL PAYMENTS TO:											
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST														
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT								
0001	952-64-00	Burial, Cremation and Related Funeral Services	See Section B	See Section B	See Section B	See Section B								
					Total	\$								
					Total From Any Continuation Pages	\$								
					GRAND TOTAL	\$								
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A. SOAR SYSTEM OBLIGATION CODE:		B. Name of Financial Officer (Typed):			C. Signature:			D. Date:						
11. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date:				Ending Date:										
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 and Item No. 12 of page 1 of this document. The Provider/Contractor is required to sign this document and return 3 original and signed copies to the Contracting Officer of the Issuing Office stated in Item No.4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated October 1, 1999; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
12. FOR THE PROVIDER/ CONTRACTOR				13. FOR THE DISTRICT OF COLUMBIA										
A. Name and Title of Signer (Type or print) Name: Title:				A. Name of Contracting Officer (Type or print) Name: Wayne R. Minor Title: Contracting Officer										
B. Signature of the PROVIDER/CONTRACTOR:		C. DATE		B. Signature of CONTRACTING OFFICER:		C. DATE								

## **PART I**

### **THE SCOPE OF HUMAN CARE SERVICES**

#### **SECTION B – HUMAN CARE SERVICES AND SERVICE RATES**

The Government of the District of Columbia, \_\_\_\_\_, hereafter referred to as the “District,” is contracting through this Human Care Agreement Act of 2002 contracting through this Human Care Agreement with \_\_\_\_\_, hereafter referred to as the “Provider,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-555, amending D.C. Code §§ 2-301.07, 2-303.02, 2-303.04 (g) and 2-303.06a.

This is a human care agreement based on fixed-unit prices. The Provider shall provide services in accordance with Section C at the rates indicated below:

#### **BASE YEAR**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE RATE</b>
0001.1	Burial and related funeral services	Each	NTE \$800.00
0001.2	Cremation and related funeral services	Each	NTE \$450.00
0001.3	The total cost of the burial or cremation including the cost of the burial plot, cremation services and container, casket, preparation of the body, funeral service, transportation of the body to the funeral home and to the cemetery, transportation of family members to the funeral home, grave marker, and ritual and decorative items used at the funeral, grave site or wake shall not exceed two thousand dollars (\$2,000.00), except in the case of a deceased person who requires an oversized casket. The total cost of the burial for a deceased person who requires an oversized casket shall not exceed three thousand dollars (\$3,000.00).		

#### **OPTION YEAR 1**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE RATE</b>
0002.1	Burial and related funeral services	Each	NTE \$800.00
0002.2	Cremation and related funeral services	Each	NTE \$450.00

**CLIN**

- 0002.3      The total cost of the burial or cremation including the cost of the burial plot, cremation services and container, casket, preparation of the body, funeral service, transportation of the body to the funeral home and to the cemetery, transportation of family members to the funeral home, grave marker, and ritual and decorative items used at the funeral, grave site or wake shall not exceed two thousand dollars (\$2,0000.00), except in the case of a deceased person who requires an oversized casket. The total cost of the burial for a deceased person who requires an oversized casket shall not exceed three thousand dollars (\$3,000.00).

**OPTION YEAR 2**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE RATE</b>
0003.1	Burial and related funeral services	Each	NTE \$800.00
0003.2	Cremation and related funeral services	Each	NTE \$450.00
0003.3	The total cost of the burial or cremation including the cost of the burial plot, cremation services and container, casket, preparation of the body, funeral service, transportation of the body to the funeral home and to the cemetery, transportation of family members to the funeral home, grave marker, and ritual and decorative items used at the funeral, grave site or wake shall not exceed two thousand dollars (\$2,0000.00), except in the case of a deceased person who requires an oversized casket. The total cost of the burial for a deceased person who requires an oversized casket shall not exceed three thousand dollars (\$3,000.00).		

**OPTION YEAR 3**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE RATE</b>
0004.1	Burial and related funeral services	Each	NTE \$800.00
0004.2	Cremation and related funeral services	Each	NTE \$450.00

**CLIN**

0004.3      The total cost of the burial or cremation including the cost of the burial plot, cremation services and container, casket, preparation of the body, funeral service, transportation of the body to the funeral home and to the cemetery, transportation of family members to the funeral home, grave marker, and ritual and decorative items used at the funeral, grave site or wake shall not exceed two thousand dollars (\$2,0000.00), except in the case of a deceased person who requires an oversized casket. The total cost of the burial for a deceased person who requires an oversized casket shall not exceed three thousand dollars (\$3,000.00).

**OPTION YEAR 4**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE RATE</b>
0005.1	Burial and related funeral services	Each	NTE \$800.00
0005.2	Cremation and related funeral services	Each	NTE \$450.00
0005.3	The total cost of the burial or cremation including the cost of the burial plot, cremation services and container, casket, preparation of the body, funeral service, transportation of the body to the funeral home and to the cemetery, transportation of family members to the funeral home, grave marker, and ritual and decorative items used at the funeral, grave site or wake shall not exceed two thousand dollars (\$2,0000.00), except in the case of a deceased person who requires an oversized casket. The total cost of the burial for a deceased person who requires an oversized casket shall not exceed three thousand dollars (\$3,000.00).		

## **SECTION C: HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICES**

### **C.1 Background**

**C.1.1** This is a recurring service.

**C.1.2** The District of Columbia, Income Maintenance Administration, is authorized under the District of Columbia Burial Assistance Program Reestablishment Act of 1999 (D.C. Act 13-263), and all applicable laws, regulations, policies and procedures to assist residents of the District of Columbia who are unable to afford the complete cost of a funeral. The program was established to allow the District Government to assist surviving families to defray a portion of the cost of funeral, burial, and/or cremation services. The determination of eligibility of persons to use the burial assistance program is the responsibility of Income Maintenance Administration, Service Eligibility Division.

### **C.2 Scope of Human Care Services**

The Department of Human Services (DHS), Income Maintenance Administration is seeking Provider(s) to provide burial, cremation and related funeral services to residents of the District of Columbia.

### **C.3 Applicable Documents**

The documents listed below in Table 1 are hereby incorporated into this agreement by reference with the same force and effect as if expressly written herein. The Contracting Officer shall furnish a copy to the Provider upon request.

**Table I**

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
All contract line item Numbers	Law	D.C. Act 13-263, Burial Assistance Program Reestablishment Emergency Amendment Act	January 31, 2000
	Law	D.C. Law 5-84, District of Columbia Funeral Services Regulatory Act of 1984	May 22, 1984
	Regulation	DCRA Chapter 31, Funeral Services Establishments	October 23, 1992
	Regulation	29 DCMR, Chapter 26, Burial Assistance Program	March 26, 2004
	Policy	Burial Assistance, DHS/IMA Policy Manual Part IX, Chapter 1	February, 2000

**C.4 Definitions:**

**C.4.1 Metropolitan Area:** For purposes of this Agreement the Metropolitan Area is defined as the District of Columbia, the Counties of Prince Georges, Montgomery, Arlington, Fairfax, and Anne Arundel, and Cities therein.

**C.4.2 Privately Owned Grave:** Any burial place within the Metropolitan Area that is the property of the deceased or his/her family and is not furnished by the Provider.

**C.4.3 Single Grave:** This term means that the grave shall contain only the body of the deceased. The grave shall be a single site grave.

**C.5 Service Requirements**

**C.5.1** The Provider shall be responsible for the general requirements listed below:

**C.6. Preparation of Remains for Burial**

**C.6.1** The Provider shall furnish licensed embalmers to prepare any remains under this Agreement. Aides may be used to assist the licensed embalmer in dressing and/or wrapping and casketing the remains. The licensed embalmer shall at all times directly supervise the aids.

**C.7 Dressing the Body for Burial**

**C.7.1** If no suitable clothing is available from other sources, the Provider shall provide the following:

**C.8 Clothing for Infants and Children**

**C.8.1** The Provider shall provide a suit or dress as outer clothing, together with suitable underwear and hose, appropriate to the age, sex and size of deceased as outer clothing.

**C.9 Clothing for Male**

**C.9.1** The Provider shall provide a suit of broadcloth, serge or other equal material as outer clothing, together with shirt, bow or four-in-hand tie, with underwear and hose, as other clothing.

**C.10 Clothing for Female**

**C.10.1** The Provider shall provide a dress of artificial silk, rayon or other equal materials, as outer clothing, together with underwear and hose as other clothing.

**C.10.2** All clothing provided by the Provider shall be new.

**C.11 Permits** The contractor, at his expense, shall procure all burial/transit permits.

**C.12 Place of Funeral Services**

**C.12.1** Funeral services shall be conducted at the Provider's chapel, or at a church, or graveside, at the choice of the family or friends. Layout for viewing shall be for the duration of the evening preceding the day of internment and shall be at the Provider's funeral home.

**C.13 Transporting**

**C.13.1** The Provider shall transport the remains to the place of funeral service and cemetery. The Provider shall maintain such traditional standards of solemnity, reverence for the departed, helpfulness to the bereaved and arrangements of ceremonial details, employment of experienced personnel, and appearance of equipment customarily maintained and provided by undertaking firms of high repute.

**C.14 Casket**

**C.14.1** The following specifications are hereby set forth to establish the minimum quality of the caskets to be furnished under this Agreement for infants, children and adults:

**Style** - Oval top, octagonal type.

**Construction** - From sound one-inch stock of good wood, such as chestnut, gum, poplar, oak or other suitable wood standard to the industry, and conforming in every respect to any Federal regulations that may be in effect at time of manufacturer.

**Covering and Upholstery** - Standard covering for adult casket shall be gray doeskin or moleskin or other suitable fabrics. Standard covering for children and infants shall be white lambskin or other suitable white fabric. The body of the caskets shall be upholstered with wood-wool covered with cotton, or suitable substitute with skirt of silk or other suitable material. A pillow of the same material shall be provided. All material shall conform to any Federal regulations that shall be in effect at time of manufacture, and to the photographs submitted with Agreement.

**Size** - When fully upholstered, the casket shall be at least two (2) inches longer than the body with feet resting against the packing at the foot of the casket. Ample clearance shall be between the face of the deceased and cap of the casket with head upon the pillow. The width shall be sufficient as not to prevent cramping of the body. The following is a range of sizes:

**For Infant's Funeral**                      Casket not over 2 feet, 6 inches inside.

**For Children's Funeral**                      Casket over 2 feet, 6 inches length, but not over 5 feet in length.

**For Adult's Funeral**                      Casket over 5 feet length, but not over 6 feet and 3 inches and 22 inches wide inside. Oversize Casket over 6 feet and 4 inches

**Hardware**                      There shall be suitable handles on each side of casket, made from metal, wood, plastic or a combination thereof in conformity with all Federal regulations in effect at the time of manufacture.

## **C.15      Funeral Cars**

**C.15.1** One (1) suitable automobile shall be available to accommodate not less than six (6) persons each, of which one conveyance may be reserved, if necessary, for the use of the clergyman and his attendants, or for pallbearers, from the funeral home and return to the funeral home. Transportation, if requested, shall include pick up of immediate family within the Metropolitan Area on the day of the funeral at the place of residence and return them to the residence after the funeral services.

**C.15.2** In the case of infants, transportation of the body to a place of internment shall be carried in a passenger vehicle in accordance with the customs of funerals for infants.

## **C.16.1 Notification to Provider and Referral of Relatives or Friends Relatives**

**C.16.2** The District COTR, upon approving an application for assistance for a person entitled to burial services under this agreement, will forward a copy of the voucher to the Provider by fax transmission. The Provider shall perform the tasks required in this Agreement. The original copy of the voucher addressed to the Provider will be given to the person who applied for and received burial assistance for the deceased.

**C.16.3** If anyone indicates his willingness to assume full responsibility for the cost of Burial of any person for whom services have been ordered by the District then the Provider shall notify the COTR in writing within 24 hours. The District will thereafter be relieved from any and all responsibility based on the order. The Provider shall also advise the COTR in detail of any arrangements under which a private burial has been ordered. No assets which are subject to claim by the District, shall be used to make a private arrangements without prior approval of the District.

**C.17 Restrictions**

**C.17.1** The Provider shall not sell to anyone or offer to sell, or permit any person associated with his establishment to sell, any materials or services to be substituted for or added to the materials and services covered by this Agreement.

**C.17.2** The Provider shall not charge relatives or friends of the deceased for any part of the service or materials to be paid for by the District, and the receipt of any payment by the Provider or any of his representatives from anyone, other than the District, for services or materials to be paid for by the District shall constitute a breach of this contract.

**C.18 Exceptions To The Restrictions Imposed In Section C.12**

**C.18.1** The Provider shall furnish the following services or materials to friends or relatives of the deceased and be paid therefore by such friends or relatives without violating this Agreement:

**A. Providing Flowers**

**B. Providing Memorial Book**

**C. Providing Obituary Notice**

**C.18.2** The Provider shall furnish the services or materials above only if (a) the charge is reasonable; and (b) the money received is based on the actual provision of such services and materials, and is not a device to conceal the use of services and materials more costly than those covered by this Agreement. Charges shall not exceed one hundred and fifty dollars (\$150.00) total for these materials and services.

**C.19     Funeral Establishments**

- C.19.1**   The Provider shall have a preparation room that is clean and orderly, well ventilated, and properly equipped with industry standards.
- C.19.2**   The Provider shall have a chapel, reposing rooms, and storage and office facilities.
- C.19.3**   The Provider shall have adequate furniture and furnishings, which present a clean and well-kept appearance, with decorating of good taste.
- C.19.4**   The Provider shall have an external appearance of the establishment, including the building and grounds, which shall give the impression of a clean, well-maintained establishment.

**C.20     Removal Of Bodies And Issuance Of Death Certificates**

- C.20.1**   Under no conditions shall an undertaker remove a body without an approved voucher issued by the District pursuant to this Agreement.
- C.20**     The Provider shall not furnish DEATH CERTIFICATES for clients before contacting the COTR.
- C.20.3**   When a death occurs in the state of Maryland or Virginia the Provider is responsible for obtaining the certified death certification

**C.21     Preparation History**

- C.21.1**   For each body prepared or in the case of group internment for each casket handled, the Provider shall state briefly the results of the embalming process on a certificate furnished by the Provider and maintain on file for duration as specified.

**C.22     Eligibility**

- C.22.1**   Eligibility to provide services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to written determination that it is qualified to provide services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended, (Attachment 3).

**C.23 District Responsibilities**

**C.23.1** The District will provide the customer with a burial assistance application to be completed prior to a interview of the customer.

**C.23.2** The District will provide a list of eligible Providers to the customer in order that the customer can make a selection of their choice to perform the burial services.

**C.23.4** The IMA will notify the customer if the application for burial assistance is denied within (3) days and the reason for the denial.

## **SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE**

### **D.1 Term of Agreement**

The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which the Agreement is awarded.

**D.1.2** If the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement, the District may terminate this Agreement upon serving written notice of termination to the Provider in accordance with Sections 7, 9 and 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated April, 2003, hereafter referred to as “Standard Contract Provisions.”

**D.1.3** The District reserves the right to cancel a task order issued pursuant to this Agreement upon thirty (30) days written notice to the Provider.

### **D.2 Agreement Not A Commitment Of Funds Or Commitment To Purchase**

**D.2.1** This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made through a Voucher that is issued against a Task Order executed pursuant to this Agreement.

### **D.3 Option to Extend Term of the Agreement**

**D.3.1** The District Government may extend the term of this contract for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

- D.3.2**        If the Government exercises an option, the extended Agreement shall be considered to include this option provision.
- D.3.3**        The total duration of this Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- D.3.4**        Should the District exercise the Human Care Agreement option for option number 3, the Provider will be required to complete a new Contractor Qualification Record.

## **SECTION E – HUMAN CARE ADMINISTRATION**

### **E.1 Contracting Officer/Human Care Agreement Administration**

- E.1.1** The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a Human Care Agreement or documents relating to the Human Care Agreement. All correspondence to the Contracting Officer shall be forwarded to:

Mr. Wayne R. Minor  
Office of Contracting and Procurement  
Department of Human Services  
64 New York Avenue, NE, 6<sup>th</sup> Floor  
Telephone Number: (202) 671-4463  
Fax Number: (202) 671-4469  
Washington, DC 20001

### **E.2 Contracting Officer's Technical Representative**

- E.2.1** The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring of this Agreement, of ensuring that the work conforms to the requirements of this Agreement and such other responsibilities and authorities as may be specified in the Agreement. The Contracting Officer's Technical Representative is not authorized or empowered to make any changes, or revisions to this agreement. The COTR for this Agreement is:

Mr. Keith Warren  
Income Maintenance Administration  
645 H Street, N.E  
Washington, DC 20002  
Telephone Number: (202) 698-3915  
Facimile Number: (202) 724-8965  
E-Mail: [Kwarren@IMA.DCGOV.ORG](mailto:Kwarren@IMA.DCGOV.ORG)

### **E.3 Contact Person**

**E.3.1** For procurement information regarding this Human Care Agreement contact:

Ms. Alvera Hardy  
Contract Specialist  
64 New York Avenue, NE  
Room 6104  
Washington, DC 20002  
Telephone: (202) 671-4480  
E-Mail Address: Alvera.Hardy@dc.gov

### **E.4 Ordering and Payment**

- E.4.1** The Provider **shall not** provide services under this Agreement unless it is in actual receipt of a Voucher issued against a Task Order that has been authorized by the District.
- E.4.2** The Provider shall commence work immediately after receipt of a Voucher, or on the date and time specified by the person who applied for and received burial assistance for the deceased.
- E.4.3** If the Coroner's Office or hospital prevents the Provider from commencing work within two (2) business days after receipt of a Voucher, the Provider shall commence performance on the date and time specified in a **Notice to Proceed** from the Contracting Officer.
- E.4.4** If any of the services do not conform to the agreement requirements, the District may require the Provider to perform the services again in conformity with this agreement, at no additional charge to the District. When the defects in services cannot be corrected by modifications, the District may (1) require the Provider to take necessary action to ensure that future performance conforms to the agreement requirements and (2) reduce the agreement price to reflect the reduced value of services performed.
- E.4.5** If the Provider fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the agreement, the District may (1) by contract or otherwise, perform the services and charge the Provider any cost incurred by the District that is directly related to the performance of service or (2) terminate this Agreement for default.

**E.4.6** For burial or cremation services the Provider shall submit proper invoices for payment to the location specified in number 8 on Page One (1) of this Agreement. The District shall pay in compliance with the rates in Schedule B upon receipt of evidence that the services were provided according to its satisfaction.

**E.4.7** In order to constitute a proper invoice request for payment, each invoice shall include the following information at a minimum:

- (1) Provider name and address;
- (2) Invoice date, number and total amount due;
- (3) Name of deceased person;
- (4) Period or date of service;
- (5) Description of service;
- (6) Quantity of services provided or performed;
- (7) Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
- (8) Purchase Order, Task Order Number or Delivery Ticket Order
- (9) Human Care Agreement Number;
- (10) Any other supporting documentation or information, as required
- (11) Name, title and telephone signature of the preparer.

## **PART II**

### **SECTION F – AGREEMENT CLAUSES**

#### **F.1 Standard Contract Provisions Incorporated by Reference**

The Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supply and Services, dated April, 2003 hereafter referred to as the “Standard Contract Provisions for use with the District of Columbia Government Supply and Services, dated April, 2003 hereafter referred to as the “Standard Contract Provisions” are incorporated and referenced into this Agreement, and shall guide the relationship of the parties contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions.

#### **F.2 Laws and Regulations Incorporated By Reference**

By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement. These laws are in addition to those listed in Table I of Section C herein.

**(1) The Procurement Practices Act of 1985, as amended (D.C. Laws 6-85 and 13-155).**

**(2) D.C. Law 4-101, District of Columbia Public Assistance Act of 1982**

#### **F.3 Confidentiality**

All services performed by the Provider pursuant to this Agreement shall be treated in a confidential manner in compliance with the District’s laws, regulations and procedures governing confidentiality. No information relating to the provision of services herein shall not be released to any individual other than an official of the District connected with the provision of services under this Agreement, except upon the written consent of the Contracting Officer.

**F.4. Tax Compliance Certification**

In signing and submitting this Agreement, the Provider certifies, attests, acknowledges that the provider is in compliance with all applicable tax and filing requirements, as specified in the Standard Contract Provisions and shall remain in compliance for the term of this agreement.

**F.5 Amendments**

This Agreement constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superceded by this Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments, or changes in the Agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may make purely clerical or administrative corrections by amendment in writing to the Agreement with written notice to the Provider.

**F.6 Subcontracts**

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Agreement.

**F.7 Provider Responsibility**

**F.7.1** The Provider bears primary responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.

**F.7.2** The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

**F.8 Insurance:**

The Provider shall obtain the minimum insurance coverage set forth below within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the period of the Human Care Agreement.

**F.8.1 Bodily Injury:** The Provider shall carry bodily injury insurance coverage within the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.

**F.8.2 Property Damage:** The Provider shall carry property damage insurance of at least twenty thousand dollars (\$20,000) per occurrence. 1

**F.8.3 Workers' Compensation:** The Provider shall carry workers' compensation Insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Agreement, and the Provider agrees to comply at all times with the provisions of local workers' compensation laws.

**F.8.4 Employer's Liability:** The Provider shall carry employer's liability of at least one hundred thousand dollars (\$100,000).

**F.8.5 Automobile Liability:** The Provider shall carry at least two hundred thousand dollars (\$200,000) per person and five hundred thousand (\$500,000) per occurrence for bodily injury and twenty thousand (\$20,000) per occurrence for property

**F.9 Order of Precedence Clause**

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

**F.9.1** The Human Care Agreement

**F.9.2** Human Care Agreement Contractor Qualification Record

**F.9.3** District of Columbia Standard Contract Provisions For Use With The Supply and Services Contracts Dated April, 2003

**F.9.4** Wage Determination NO. 1994-2103, Revision No. 32 dated May 27, 2004 tion

**F.9.5** Voucher that authorizes the Provider to proceed

**F.9.6** Purchase Order or Task Order

**F.12 Attachments**

The following attachments are included and incorporated by reference into this Agreement.

- F.12.1** The Human Care Agreement Provider Qualifications Records, OCP Form 1900, (completed and executed) which is incorporated into this Human Care Agreement as Attachment 1.
- F.12.2** The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Supply and Services, dated April, 2003, which is incorporated into this Human Care Agreement as Attachment 2.
- F.12.3** Notice of Final Rulemaking, 27 DCMR, Sections 1905 through 1908, which is incorporated into this Human Care Agreement as Attachment 3.
- F.12.4** Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement as Attachment 4.
- F.12.5** First Source Employment Agreement, which is incorporated into this Human Care Agreement as Attachment 5.
- F.12.6** U.S. Department of Labor Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004, which is incorporated into this Human Care Agreement as Attachment 6.
- F.12.7** FR-500 Combined Business Tax Registration Application (to be completed by Providers who do not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an Unemployment Account Number issued by the Department of Employment Services), which is incorporated into this Human Care Agreement as Attachment 7.